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1 VICKI J. AZNARAN RICHARD N. AZNARAN 2 IN PRO PER 5521 Greenville Avenue 3 Dallas, Texas 75206 (214) 823-4037 FILEL 4 By BARRY VAN SICKLE Attorney of Record and Specially Appearing for the Purpose of Answering the Oddinterel aim 50 5 6 1600 Wilshire Boulevard, Suite 300 Los Angeles, California 90017 7 (213) 413-3600 8 9 UNITED STATES DISTRICT COURT 10 CENTRAL DISTRICT OF CALIFORNIA 11 12 VICKI J. AZNARAN and RICHARD N.) Case No. CV-88-1786-JMI(Ex) AZNARAN, 13) ANSWER TO COUNTERCLAIM Plaintiffs,) OF CHURCH OF SPIRITUAL 14 TECHNOLOGY vs. 15 CHURCH OF SCIENTOLOGY OF 16 CALIFORNIA, INC., et. al., 17 Defendants. RELIGIOUS TECHNOLOGY CENTER, 18 19 Counterclaimants, 20 vs. 21 VICKI J. AZNARAN and RICHARD N. AZNARAN, 22 Counterdefendants 23

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Plaintiffs and Counterdefendants RICHARD N. AZNARAN and VICKI J. AZNARAN (hereinafter "The AZNARANS"), answer Church of Spiritual Technology's Counterclaim in this action as follows:

- 1. The AZNARANS are informed and believe and on that basis admit that Counterclaimant Church of Spiritual Technology ("CST") is a corporation organized under the laws of the State of California with its principal office in the County of Los Angeles. The AZNARANS deny the remainder of the averments in paragraph 1.
- 2. The AZNARANS admit the truth of the averments in paragraph 2.
- 3. The AZNARANS deny that the amount in controversy with respect to the purported courterclaim exceeds \$10,000.00.
- 4. The AZNARANS deny each and every averment of paragraph 4..
- 5. The AZNARANS admit the averments of paragraph 5 insofar as Vicki Aznaran served as President of RTC during the period between in or about 1983 until in or about April, 1987. The AZNARANS admit that, as President of RTC, Vicki Aznaran participated in the management of RTC's corporate and legal affairs. The AZNARANS deny the remainder of the averments in paragraph 5.
- 6. The AZNARANS admit that Richard Aznaran was affiliated with the Scientology organization for approximately 15 years. The AZNARANS admit that, during this time, Richard Aznaran held various staff positions with the Scientology organization. The AZNARANS deny the remainder of the averments in paragraph 6.
- 7. The AZNARANS deny each and every averment of paragraph 7.
- 8. The AZNARANS admit that on or about April 9, 1987, Vicki Aznaran attempted to escape from the physical control of CST and others. The AZNARANS admit that she escaped from the physical

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control of the Scientology organization on or about April 9, 1987. The AZNARANS deny the remainder of the averments in paragraph 8.

- 9. The AZNARANS admit that on or about April 9, 1987, Vicki Aznaran and Richard Aznaran were restrained in a hotel room by agents for CST and others, and were not permitted to leave until they had signed numerous purported "sworn statements" for and "agreements" with CST and others. The AZNARANS admit that they desired to terminate their affiliation with the Scientology organization at this time and that they also sought to avoid being declared "fair game" by the Scientology organization. The AZNARANS deny the remainder of the averments in paragraph 9.
- 10. The AZNARANS admit that their horse was purchased from them by defendant Church of Scientology International for approximately \$1,500.00. The AZNARANS deny the remainder of the averments in paragraph 10.
- 11. The AZNARANS admit that at or around April 9, 1987 they signed numerous purported "sworn statements" for and "agreements" with CST and others. The AZNARANS lack knowledge or information sufficient to form a belief as to the truth of the remainder of the averments in paragraph 11, and on that ground deny those averments.
- 12. The AZNARANS admit that in or about April 9, 1987, Vicki Aznaran signed numerous purported "sworn statements" for and "agreements" with CST and others. The AZNARANS admit that they signed these purported "sworn statements" and "agreements" in order to terminate their affiliation with CST and others without being declared "fair game". The AZNARANS also admit that Vicki Aznaran had been previously advised by Scientology counsel John

Peterson that documents identical or similar to these purported "sworn statements" and "agreements" were invalid and unenforceable. The AZNARANS lack knowledge or information sufficient to form a belief as to the truth of the remainder of the averment and, on that ground, deny those averments.

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- Richard Aznaran signed numerous purported "sworn statements" for and "agreements" with CST and others. The AZNARANS admit that they signed these purported "sworn statements" and "agreements" in order to terminate their affiliation with CST and others without being declared "fair game". The AZNARANS also admit that Vicki Aznaran had been previously advised by Scientology counsel John Peterson that documents identical or similar to these purported "sworn statements" and "agreements" were invalid and unenforceable. The AZNARANS lack knowledge or information sufficient to form a belief as to the truth of the remainder of the averments and, on that ground, deny those averments.
- 14. The AZNARANS deny each and every averment of paragraph 14.
- 15. The AZNARANS deny each and every averment of paragraph 15.
- 16. The AZNARANS deny each and every averment of paragraph 16.
- 17. The AZNARANS admit that in or about April 1987, the AZNARANS departed California and went to Dallas, Texas. The AZNARANS admit that attorneys retained by CST and others provided Richard Aznaran with statements concerning investigative work performed by him under the supervision of said attorneys. The

AZNARANS admit that said statements were used by Richard Aznaran in his application to the State of Texas for a private investigator license. The AZNARANS deny the remainder of the averments in paragraph 17.

- 18. The AZNARANS, refer to their response to the allegations of paragraph 1 through 17, inclusive, of the counterclaim and incorporate the same herein by said reference as though fully set forth at length.
- 19. The AZNARANS deny each and every averment of paragraph 19.
- 20. The AZNARANS admit that they filed the instant lawsuit against CST and other defendants. The AZNARANS deny the remainder of the averments in paragraph 20.
- 21. The AZNARANS deny each and every averment of paragraph 21.
- 22. The AZNARANS refer to their responses to the allegations of paragraphs 1 to 17 and 19 to 21, inclusive, and incorporates the same herein by said reference as though fully set forth at length.
- 23. The AZNARANS admit that they have met with certain individuals to discuss their experiences with CST and other Scientology entities with these individuals. The AZNARANS deny the remainder of the averments in paragraph 23.
- 24. The AZNARANS admit that they have discussed their experiences in the Scientology organization with Joseph A. Yanny, Jerold Fagelbaum, Welkos, Sappell, Bent Corydon, and agents of the Internal Revenue Service. Counterdefendants lack knowledge or information sufficient to form a belief as to the truth of the

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remaining averments contained in paragraph 24 and on that basis deny each of those averments.

- 25. The AZNARANS deny each and every averment of paragraph 25.
- Los Angeles Times reporters Welkos and Sappell about their experiences with CST and the Scientology organization. The AZNARANS admit that the session was tape recorded by them and by the reporters. The AZNARANS also admit that the interview lasted over 10 hours. The AZNARANS deny the remainder of the averments in paragraph 26.
- 27. The AZNARANS admit that in 1988, the Aznarans met with Corydon and discussed certain of their experiences with CST and the Scientology organization with him. The AZNARANS lack knowledge or information sufficient to form a belief as to the truth of the remaining averments contained in paragraph 27 and on that ground, denies each of these averments.
- 28. The AZNARANS admit that they met with attorney Jerold Fagelbaum, and discussed certain of their experiences with CST and the Scientology organization with him. The AZNARANS lack knowledge or information sufficient to form a belief as to the truth of the remainder of the averments and, on that ground, denies those averments.
- 29. The AZNARANS admit that they were subpoensed by agents of the IRS, and were interviewed concerning certain of their experiences with CST and the Scientology organization. The AZNARANS deny the remainder of the averments in paragraph 29.

31. The AZNARANS deny each and every averment of paragraph 31.

FIRST AFFIRMATIVE DEFENSE

32. The Counterclaim and each and every cause of action stated therein fails to state any claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

33. CST's claims as stated in each and every cause of action are barred by the equitable Doctrine of Laches, in that CST has delayed an unreasonable time in seeking relief.

THIRD AFFIRMATIVE DEFENSE

- 34. In the course of the relationship between the AZNARANS and CST and other Scientology entities, said Scientology entities have sought to, and have wrongfully inflicted physical and psychological injury on the AZNARANS. Such wrongful conduct includes but is not limited to forced detention and confinement in barbaric conditions; intentional deprivation of required food, sleep and medical services; forceably causing the AZNARANS to work long hours at hard labor in excess of 40 hours a week and eight hours a day without compensation; and threatening the AZNARANS with physical, emotional and economic injury in the event the AZNARANS chose to seek legal redress for the wrongs they have suffered.
- 35. As a consequence thereof, CST's claim for any equitable relief demanded herein is barred by the Doctrine of Unclean hands.

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FOURTH AFFIRMATIVE DEFENSE

36. CST's claims in this action are barred by the applicable statute of limitation, including, but not limited to those found in California Code of Civil Procedure §§338 and 339.

FIFTH AFFIRMATIVE DEFENSE

- 37. The various purported "agreements" and "sworn statements" signed on or about April 19, 1987 by the AZNARANS were executed in order to escape from the control of the Scientology organization. Said documents were also executed in order to avoid physical, emotional and economic injury under the Scientology organizations "fair game" doctrine. This policy directs that any individual or employee who expresses a lack of loyalty to the Scientology organization is open to any form of harassment, economic ruin, or subject to any covert plan designed to cause emotional or physical harm, and/or financial ruin.
- 38. As a consequence, thereof, the various documents signed by the AZNARANS on or about April 9, 1987 are invalid and unenforceable under the doctrines of fraud and duress. All claims founded in purported reliance on these documents are void.

SIXTH AFFIRMATIVE DEFENSE

39. CST has waived all right, if any it ever had, to any and all recovery sought by the Counterclaim.

SEVENTH AFFIRMATIVE DEFENSE

40. CST, after discovery of all the facts which allegedly constituted the AZNARANS' wrongful activity, made ratification thereof by its conduct.

EIGHTH AFFIRMATIVE DEFENSE

41. Any injuries allegedly suffered by CST herein were proximately caused, or contributed to, by the negligence, other wrongful conduct, or omission of CST and other persons or entities, whether or not currently named as parties in the within action and that said actionable conduct or omission reduces CST's right of recovery against the AZNARANS under the doctrine of comparative negligence.

NINTH AFFIRMATIVE DEFENSE

- 42. The AZNARANS replead the allegations contained in paragraphs 1 to 85 of their Complaint.
- 43. The AZNARANS are informed and believe and thereon allege that any duties owed to CST were subservient to the duties the AZNARANS owed to themselves, third parties and society.

TENTH AFFIRMATIVE DEFENSE

- 44. The various purported "agreements" and "sworn statements" signed on or about April 9, 1987 by the AZNARANS were executed with the knowledge that John Peterson, former counsel to the Scientology organization, had previously advised Vicki Aznaran that similar or identical agreements were void or otherwise unenforceable.
- 45. As a consequence, thereof, CST is estopped from asserting all claims founded on these purported documents. Further, any such releases are unenforceable on grounds of fraud, duress or mistake.

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WHEREFORE, The AZNARANS and each of them, pray as follows:

- That CST take nothing by its Counterclaim;
- 2. For The AZNARANS costs of suit incurred herein; and
- 3. For such other and further relief as may be just and proper under the circumstances.

DATED: October 12, 1988.

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Respectfully Submitted, RICHARD N. AZNARAN VICKI J. AZNARAN IN PRO PER

CUMMINS & WHITE BARRY VAN SICKLE

By:

Attorney of Record and Specially

Appearing for the Purpose of Answering the Counterclaim

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PROOF OF SERVICE BY MAIL

I, Catalina Jauregui, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1600 Wilshire Boulevard, Suite 300, Los Angeles, California 90017-1695.

On October 12, 1988, I deposited a document entitled ANSWER TO COUNTERCLAIM OF CHURCH OF SPIRITUAL TECHNOLOGY in a United States Mail bag. I am familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service, and the correspondence would be deposited with the United States Postal Service that same day in the ordinary course of business. The document was addressed to concerned parties in this action and a true copy thereof was enclosed in a sealed envelope with postage thereon fully prepaid, addressed as follows:

See attached service list.

The envelope was sealed and placed for collection and mailing on the date set forth above following ordinary business practices.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 12, 1988, at Los Angeles, California.

Catalina Jauregui

AZNARAN v. SCIENTOLOGY

Service List

Howard L. Weitzman, P.C. William T. Drescher Wyman, Bautzer, Kuchel & Silbert Two Century Plaza, 14th Floor 2049 Century Park East Los Angeles, California 90067

Earle C. Cooley Cooley, Manion, Moore & Jones, P.C. 530 Atlantic Avenue Boston, Massachusetts 02210

Kendrick L. Moxon Bowles & Moxon 6255 Sunset Boulevard, Suite 2000 Hollywood, California 90028

Eric Lieberman
Rabinowitz, Boudin, Standard,
Krinsky & Lieberman, P.C.
740 Broadway at Astor Place
New York, New York 10003

Michael L. Hertzberg 275 Madison Avenue New York, New York 10016

Lawrence E. Heller Lenske, Lenske & Heller 6400 Canoga Avenue, Suite 315 Woodland Hills, California 91367

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